anti-Trinitarian purposes could be upheld. See *Att'y. Gen. v. Pearson,* 3 Mer. 353. But it has been established that a bequest promotive of "any doctrine of Christianity" is good. *Att'y Gen. v. Meeting-House,* 3 Gray (Mass.) 58. The rule has been generally laid down that there must be "nothing hostile to morality, religion, or law." See *George v. Braddock,* 45 N. J. Eq. 757; *Jones v. Watford,* 62 N. J. Eq. 339, 344. But nothing short of a repudiation of Christianity will invalidate. *Thornton v. Howe,* 31 Beav. 14; *Vidal v. Philadelphia,* 2 How. (U. S.) 127; see *Miller v. Gable,* 2 Den. (N. Y.) 492, 525. The holding of the principal case, though unique, is undoubtedly correct.

C. R. W.

EQUITY—DILIGENCE—FRAUD.—SMITH V. ROGERS ET AL., 87 S. E. (GA.) 772.—The plaintiff, an invalid woman for years, was the victim of fraud practiced upon her by her brother-in-law and cousin, who took advantage of her confidence, illness, and ignorance of business. The brother-in-law obtained her signature to a deed to half her land, under pretense of seeing which could write the better hand. The cousin got her to sign a deed to the other half, under pretense of a lease of the whole tract to him, to terminate at her option. *Held,* that the plaintiff was so negligent in the execution of the instruments, that equity will not aid her by a cancellation of the deeds; and that the case was properly dismissed on demurrer. Evans, P. J., and Lumpkin, J., *dissenting.*

No grounds for the decision are given by the court. From the uncontroverted facts the defendants fraudulently deceived, tricked, and misled the plaintiff into signing the deeds. There is no class of cases where equity will allow a defrauder to set up negligence of his victim as a defense to his own fraud. Where there is fraud, equity will look upon any disability of plaintiff with unusual indulgence. *McIntire v. Pryor,* 173 U. S. 38; *Carter v. Tice,* 120 Ill. 277; *Harding v. Randall,* 15 Me. 332. And where one who occupies a confidential relation to another takes advantage of that relation by fraudulent misrepresentations to procure the execution of a deed, such deed may be cancelled. *White v. White,* 89 Ill. 460; *Lyons v. Van Riper,* 26 N. J. Eq. 337; *Bayne v. Whistler,* 4 Alaska 15. Laches cannot be set up as a bar to an action if delay is the result of fraud. *Kelley v. Boettcher,* 85 Fed. (Colo.) 55; *Wampler v. Wampler,* 30 Gratt. (Va.) 454; *Free v. Buckingham,* 57 N. H. 95. In no case will the statute of limitations run until plaintiff has knowledge of the fraud. *Brown v. Norman,* 55 Miss. 369; *Crowther v. Rowlandson,* 27 Cal. 376. The plaintiffs in cases similar to the principal cases have been held justified in relying on the representations of the supposed lessee, and failure to investigate, without grounds for suspicion, was held not to constitute laches. *McIntire v. Pryor,* and *Carter v. Tice, supra.* There are no rights of innocent third parties to consider in the principal case, and equity had only to deal with the immediate parties. One finds difficulty in sustaining the conclusion reached.

L. W. B.

JUDGMENT LIENS—PREFERENCE.—HULBERT V. HULBERT ET AL., 101 N. E. (N. Y.) 70.—Where a judgment debtor inherited realty from his

father, so that the liens of the judgment creditors, whose judgments had been docketed, attached thereto simultaneously on the death of the father, *held,* the issuing of an execution on one of the judgments was an unnecessary act, and did not give such judgment creditor preference or priority over the other judgment creditors. Williard Bartlett, C. J., and Cuddeback and Pound, JJ., *dissenting.*

At common law a mere judgment created no lien. *Shrew v. Jones,* 22 Fed. Cas. No. 12818; *Mitchell v. Wood,* 47 Miss. 231. Judgment liens are statutory. Previous to the N. Y. Revised Laws of 1913, and under the "Act concerning judgments and executions" passed the 31st of March, 1801, "a judgment *lien* attaches upon land from the *time of filing* the record of judgment." Under the Act of 1801, though not expressly stated, judgments were considered liens upon real estate, and the language of the act necessarily implied as much. Under this act, the judgment creditor first taking proceedings by way of execution gained a priority over the others, entitling him to prior satisfaction. *Adams v. Dyer,* 8 Johns. (N. Y.) 347; *Waterman v. Haskin,* 11 Johns. (N. Y.) 228. This rule has been followed in other jurisdictions. *Rockhill v. Hanna,* 15 How. (U. S.) 189; Freeman on Executions, Vol. I, 2d Ed. § 203; Rorer on Judicial Sales, § 826. The Revised Laws of 1813 expressly state that a "judgment shall be a lien on lands, etc." This is nothing more than was necessarily implied in the Act of 1801. This statute (1813) can furnish no grounds for a distinction between the two earlier cases and the principal case. Execution was necessary to gain priority under the Act of 1801, and gave priority. The principal case cannot be distinguished from the two leading cases (*supra*) decided under the Act of 1801. Apparently New York has overruled precedents and reversed itself on this point.

E. J. M.

LANDLORD AND TENANT—LEASES—CONSTRUCTION.—PHELPS V. JOHNSON, 181 S. W. (Texas Civ. Ap.) 862. A lease contract, after providing in detail for rents, etc., declared that, should the lessors sell the land, the lease should immediately become void. The lease was for a term of five years and the premises were sold during the last year of the term.—*Held,* that when the tenant entered upon the last year, his right to a continuation of possession for that year became vested. Levy, J., *dissenting.*

The court bases its decision to a great extent on the rule of construction stated in Cyc and quoted by the court in its opinion. "The court will endeavor to give a construction most equitable to the parties and which will not give one of them an unfair or unreasonable advantage over the other. Thus where the meaning is doubtful, the construction will be avoided which will entail a forfeiture." 9 Cyc 587. Yet on the same page Cyc continues: "It is not the province of a court, however, to change the terms of a contract which has been entered into even though it may be a harsh and unreasonable one." And later, "Words are to be interpreted in the ordinary and popular sense." 24 Cyc 915. Argumentatively, the majority contend that a strict interpretation of the provision would work a hardship as the landlord might sell in mid-summer and the tenant would lose the labor expended upon crops if the lease became void immediately